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|--|--|---|----------------------------|---|--------------------|--|-----------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE 1 OF 5 | | | |
| 2. AMENDMENT/MODIFICATION NO. 0004 | | 3. EFFECTIVE DATE See Block 16c | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | | |
| 6. ISSUED BY | | CODE SCO600 | | 7. ADMINISTERED BY (If other than Item 6) | | | CODE SCO600 | |
| DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 BUYER/SYMBOL LYNDA BROWN/DESC-BZD PHONE - (703) 767-9295 | | FAX 703-767-9044 | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) | | | | X | | 9a. AMENDMENT OF SOLICITATION NO. SP0600-05-R-0033 | | |
| | | | | | | 9b. DATED (SEE ITEM 11) January 3, 2005 | | |
| | | | | | | 10a. MODIFICATION OF CONTRACT/ORDER NO. | | |
| | | | | | | 10b. DATED (SEE ITEM 13) | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | | |
| <p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> | | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) | | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | | |
| E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office. | | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | | | | |
| PLEASE SEE ATTACHED | | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME OF CONTRACTING OFFICER DEBRA SIMPSON-MAYEUX | | | | |
| 15B. NAME OF CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | | |
| BY _____ (Signature of person authorized to sign) | | | | BY _____ (Signature of Contracting Officer) | | | | |

1. The changes set forth herein are incorporated into the solicitation SP0600-05-R-0033. Please acknowledge receipt of this amendment.
2. Reference page 15. Delete existing Notes A and B under Line Item 0207 and replace with the following:

NOTES:

A. ACCEPTABLE TANKER ENTRY POINTS FOR INGRESS INTO THE DFSP GPSS ARE:

1. South Killingholme Jetty
2. Bristol Royal Portbury Dock Berth 7

B. ACCEPTABLE PIPELINE ENTRY POINTS FOR INGRESS INTO THE DFSP GPSS ARE:

1. Killingholme (at entry to the West/East(East) pipeline from Killingholme to Rawcliffe)
2. Backford North (also known as Mersey River) at entry to the N/S pipeline from Backford North to Berwick Wood)
3. Hallen/Berwick Wood (at entry to the A/T(W) pipeline from Berwick Wood to Calne)
4. Thames B (at entry to the TH/SW pipeline from Thames B pump station to Saffron Walden)

C. Suppliers offering at PIPELINE entry must confirm with the GPSS Managing Agent that they can comply with the GPSS entry point requirements for scheduling and input flowrates/pressures and confirm the location at which sale of product to DESC will occur.

D. Suppliers offering at locations other than those listed above, must first have GPSS Managing Agent approval. The proposed locations must be directly connected to the GPSS. The GPSS Managing Agent may require suppliers to obtain pipeline capacity required to transport product from the proposed entry point. Transportation, capacity rights and all other costs associated with offered locations, other than those listed above, will be the responsibility of the supplier.

E. Product is required w/o additives. For UK locations, product must conform to Defense Standard 91-91/Issue 5 (DERD 2494) or latest revision.

3. Reference page 44. Delete Clause F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999) and replace with Clause F1.09 DETERMINATION OF QUANTITY (DESC APR 2005) which appears on page 3 of this amendment. Make corresponding clause date change on page 6 of clause index.

4. Reference page 52. Delete Clause F92 SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC AUG 1999) and replace with Clause F92.01.100 SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC APR 2005) which appears on page 5 of this amendment. Make corresponding clause number and date change on page 6 of clause index. Please complete and return Clause F92.01.100 prior to close of negotiations.

F1.09 DETERMINATION OF QUANTITY (DESC APR 2005)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **F.O.B. ORIGIN.**

(i) **DELIVERIES INTO TANKER OR BARGE.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tanker or barge, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **DELIVERIES INTO PIPELINE.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a pipeline, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Shipping tank measurements.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Government will have the right to have a representative present to witness the measurement of quantity.

(iii) **DELIVERIES INTO RAIL TANK CAR.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Weight, using calibrated scales; or
- (c) The certified capacity table for the rail tank car.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Government will have the right to have a representative present to witness the measurement of quantity.

(iv) **DELIVERIES INTO TANK TRUCK, TRUCK AND TRAILER, OR TANK WAGON.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tank truck, truck and trailer or tank wagon, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded; or
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Government has the right to have a representative present to witness the measurement of quantity.

(2) **F.O.B. DESTINATION.**

(i) **DELIVERIES BY TANKER OR BARGE.**

(A) On items requiring delivery on an f.o.b. destination basis by tanker or barge, the invoice quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving shore tank measurements; or
- (b) Calibrated meters on the receiving tank system.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(ii) **DELIVERIES BY PIPELINE.**

(A) On items requiring delivery on an f.o.b. destination basis by pipeline, the invoice quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving tank measurements; or
- (b) Calibrated meters on the receiving tank system.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **DELIVERIES BY RAIL TANK CAR.**

(A) On items requiring delivery on an f.o.b. destination basis by rail tank car, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

- (a) The certified capacity table of the rail tank car received; or
- (b) Weight, using calibrated scales; or
- (c) Calibrated meter.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iv) **DELIVERIES BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(A) On items requiring delivery on a f.o.b. destination basis by tank truck, truck and trailer, or tank wagon, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter on the conveyance; or
- (b) Gauging the delivery conveyance. The certified capacity tables for the conveyance must be made

available at the time of delivery (or a dipstick, calibrated for the truck, may be used). This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(c) Providing the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scale.

(B) **VOLUME CORRECTION.** Invoice quantities for all residual fuels and invoice quantities for other products that are in excess of 5,000 gallons (or 18,900 liters) shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius). Invoice quantities of nonresidual fuels which are less than 5,000 gallons (or 18,900 liters) do not require correction to net gallons (or liters). For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(D) **WATER BOTTOMS.**

- (a) Every delivery must be free of all water bottoms prior to discharge; and
- (b) The Contractor is responsible for their removal and disposal.

(v) **F.O.B. JUNCTION PIPELINE.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

- (A) Calibrated meter; or

(B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gauging.

(C) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(b) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the U.S., other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products, and Lubricating Oils (this chapter is an adjunct to ASTM D 1250, IP 200 and ISO 91-1).** Either the 2004 or 1980 version of the standard may be used. Either the printed tables (an adjunct to the 1980 version) or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine and the 2004 version of the standard will be the referee method.

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A; Volume VII, Tables 53A and 54A; or Volume IV, Tables 23A and 24A.

(ii) For lubricating oils, use Tables 5D and 6D, Tables 53D and 54D, or Tables 23D and 24D).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B; Volume VIII, Tables 53B and 54B; or Volume V, Tables 23B and 24B.

(iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15 degrees Celsius to barrels of 60 degrees Fahrenheit. Convert liters at 15 degrees Celsius to cubic meters at 15 degrees Celsius by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

(DESC 52.211-9F95)

F92.01.100 SCHEDULE OF REFINERY SHUTDOWNS FOR TURNAROUNDS (BULK OVERSEAS)(DESC APR 2005)

(a) The offeror shall furnish to the Contracting Officer a tentative refinery shutdown schedule for the contract period. DESC will review the offered quantity in conjunction with the turnaround period to ensure that the entire offered quantity can be delivered during the performance period. The offeror will identify the specific period(s) when the refinery will be shut down and the effect that the shutdown will have on availability of each product under the offer. Any revisions to this schedule will necessitate prior notice of at least 60 days in order to coordinate the placement of orders for the delivery of the entire contract volume.

(b) The offeror shall provide the information requested below:

1. Refinery Location: _____
2. Shutdown period: _____
3. Impact of Shutdown period on supply availability: _____

(DESC 52.211-9F45)